

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ellery Homestyles, LLC		12/23/2010	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Ellery Homestyles Holding Corporation		
Street Address:	c/o Trivest Partners, L.P.		
Internal Address:	550 South Dixie Highway, Suite 300		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33146		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	85045179	COMFORTTECH	
Serial Number:	85109134	CURTAINFRESH	
Serial Number:	85109323	CURTAINFRESH	
Registration Number:	3146942	ECLIPSE	
Registration Number:	3551012	THERMABACK	
Registration Number:	3640763	THERMALAYER	
Registration Number:	3620238	THERMALINER	
Registration Number:	3551011	THERMAWEAVE	
Registration Number:	3804036	A FASHIONABLE ALTERNATIVE TO VERTICAL BLINDS	
Registration Number:	3755643	ABSOLUTE ZERO	
Serial Number:	85024061	AT EASE	
Registration Number:	3804035	GIVE THEM A BETTER NIGHT'S SLEEP!	
Serial Number:	77601559	GREAT SLEEP - DAY OR NIGHT	

OP \$640.00 85045179

900180087

TRADEMARK
 REEL: 004442 FRAME: 0908

Registration Number:	3160777	HEADS UP
Serial Number:	77634565	OFF CAMPUS
Serial Number:	85099709	PARASOL
Serial Number:	85106879	PARASOL
Serial Number:	77822846	PEACEFUL SLEEP FOR BABY
Serial Number:	77685133	SOLAR SHEER
Serial Number:	85125977	SOLAR SHEER
Serial Number:	77685142	SOLAR SHEERS
Serial Number:	85126006	SOLAR SHEERS
Serial Number:	85126692	SUNDOWN
Serial Number:	85099036	THE GREAT OUTDOORS
Registration Number:	2870496	THE GREAT OUTDOORS

CORRESPONDENCE DATA

Fax Number: (412)281-0717

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 412-454-5000

Email: docketingpgh@pepperlaw.com

Correspondent Name: Pepper Hamilton LLP

Address Line 1: BNY Mellon Center, 50th Floor

Address Line 2: 500 Grant Street

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	113916.18
NAME OF SUBMITTER:	James M. Singer, Reg. No. 45,111
Signature:	/James M. Singer/
Date:	12/30/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of the 23rd day of December, 2010, by Ellery Homestyles, LLC, a New York limited liability company, having its office at 295 Fifth Avenue, Suite 1212, New York, NY 10016, United States and, EHS Far East Limited, a company incorporated under the laws of Hong Kong, having its registered office at 503 St. Georges Building, 2 Ice House Street Central, Hong Kong (“**EHS**” together with Ellery Homestyles, LLC, “**Ellery**”), for the benefit of Ellery Homestyles Holding Corporation, a Delaware corporation, having its office at c/o Trivest Partners, L.P., 550 South Dixie Highway, Suite 300, Coral Gables, FL 33146 (“**Buyer**”).

BACKGROUND

Pursuant to that certain Asset Acquisition Agreement dated December 23, 2010 between Ellery and Buyer (the “**Asset Acquisition Agreement**”), among other things, Ellery has agreed to sell, transfer, convey, assign and deliver to Buyer all of the Intellectual Property (as defined in the Asset Acquisition Agreement). This Assignment is being executed and delivered in connection with, and as a condition to, the consummation of the transactions contemplated by the Asset Acquisition Agreement.

TERMS

NOW, THEREFORE, in consideration for the purchase price provided for in the Asset Acquisition Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Ellery, intending to be legally bound hereby, Ellery hereby irrevocably assigns, grants, conveys and transfers to Buyer all rights, titles and interests of whatever kind in and to Intellectual Property that constitute Transferred Assets under the Asset Acquisition Agreement and all copyrights, domain names, patent rights, trademark rights, trade secrets and other intellectual and proprietary rights associated therewith that Ellery may have now or in the future, including the right to sue for past, present and future infringement or misappropriation, in perpetuity or for the longest period otherwise permitted by law, such Intellectual Property specifically includes all of the intellectual property identified in the attached Exhibit A.

Ellery acknowledges that Buyer shall have the exclusive right to apply for, register, prosecute and hold in its own name all patent rights, copyrights, trademarks and other registrations of proprietary or intellectual property rights associated with the Intellectual Property. Ellery agrees that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Buyer full right, title, and interest in the Intellectual Property.

Neither the making nor the acceptance of this Assignment shall restrict, impair, reduce, expand or otherwise modify the terms of the Asset Acquisition Agreement or constitute a waiver or release by Ellery or Buyer of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Acquisition Agreement including, without limitation, the

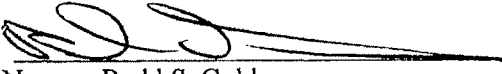
representations and warranties and other provisions thereof. The covenants, representations and warranties of Ellery and Buyer set forth in the Asset Acquisition Agreement will be incorporated in and survive the execution and delivery of this Assignment and are subject to the limitations and restrictions set forth in the Asset Acquisition Agreement. This Assignment is binding on Ellery and its successors and assigns and will inure to the benefit of Buyer and its successors and assigns and shall be construed and enforced in accordance with the laws of the State of New York without regard to the conflict or choice of law rules of New York or any other jurisdiction.

[Signature page follows]


IN WITNESS WHEREOF, the undersigned have duly executed this Assignment on the date first-above written.

ELLERY:

ELLERY HOMESTYLES, LLC

By: 
Name: Budd S. Goldman
Title: Chief Executive Officer

EHS FAR EAST LIMITED

By: 
Name: Budd S. Goldman
Title: President

BUYER:

**ELLERY HOMESTYLES HOLDING
CORPORATION**

By: _____
Name: Troy D. Templeton
Title: Chairman of the Board

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment on the date first-above written.

ELLERY:

ELLERY HOMESTYLES, LLC

By: _____

Name: Budd S. Goldman

Title: Chief Executive Officer

EHS FAR EAST LIMITED

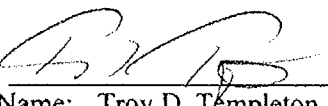
By: _____

Name: Budd S. Goldman

Title: Chief Executive Officer

BUYER:

**ELLERY HOMESTYLES HOLDING
CORPORATION**

By:  _____

Name: Troy D. Templeton

Title: Chairman of the Board

Exhibit A**Intellectual Property****Trademarks**

Country	Status	Title	Reg./App. No.	Issue Date
US	Published	COMFORTTECH	85/045179	--
US	Pending	CURTAINFRESH	85/109134	--
US	Pending	CURTAINFRESH (stylized)	85/109323	--
US	Registered	ECLIPSE	3,146,942	9-19-06
US	Registered	THERMABACK	3,551,012	12-23-08
US	Registered	THERMALAYER	3,640,763	6-16-09
US	Registered	THERMALINER	3,620,238	5-12-09
US	Registered	THERMAWEAVE	3,551,011	12-23-08
US	Registered	A FASHIONABLE ALTERNATIVE TO VERTICAL BLINDS	3,804,036	6-15-2010
US	Registered	ABSOLUTE ZERO	3755643	03-02-2010
US	Pending	AT EASE	85/024061	--
US	Registered	GIVE THEM A BETTER NIGHT'S SLEEP!	3804035	06-15-2010
US	Pending	GREAT SLEEP – DAY OR NIGHT	77/601,559	--
US	Registered	HEADS UP	3,160,777	10-17-06
US	Pending	OFF CAMPUS	77/634,565	--
US	Pending	PARASOL	85/099709	--
US	Pending	PARASOL (stylized)	85/106879	--
US	Published	PEACEFUL SLEEP FOR BABY	77/822846	--
US	Abandoned	SOLAR SHEER	77/685,133	--
US	Pending	SOLAR SHEER	85/125977	--
US	Abandoned	SOLAR SHEERS	77/685,142	--
US	Pending	SOLAR SHEERS	85/126006	--
US	Pending	SUNDOWN	85/126692	--
Hong Kong	Registered	ABSOLUTE ZERO	301257345	12-15-08
Taiwan	Registered	ECLIPSE	01358293	4-16-09
Canada	Pending	ABSOLUTE ZERO	1417723	--
Canada	Pending	ECLIPSE	1426051	--
China	Pending	ECLIPSE	6884568	--
European Community	Pending	ABSOLUTE ZERO	007471311	--
Hong Kong	Registered	ECLIPSE	301134693	01-29-09
Japan	Registered	ABSOLUTE ZERO	5281749	11-20-09
Mexico	Pending	ABSOLUTE ZERO	NA	--

Mexico	Registered	ECLIPSE (and Design)	1090887	03-20-09
Taiwan	Registered	ABSOLUTE ZERO	01383981	11/01/09
China	Pending	ABSOLUTE ZERO	726048	--
Korea	Pending	ABSOLUTE ZERO	4020090021934	--
Japan	Registered	ECLIPSE (color and device)	5323997	05-21-10
US	Pending	THE GREAT OUTDOORS	85/099,036	--
US	Registered	THE GREAT OUTDOORS	2,870,496	8-3-04

Patent

Country	Status	Title	Reg./App. No	Filing Date
US	Abandoned	Fabric Panel Adaptable Drape, as Curtain, Shade and Valance	11/177,109	7-8-05

Unregistered Marks:

Country	Title
China	ABSOLUTE ZERO
Republic of Korea	ABSOLUTE ZERO
Japan	ECLIPSE

Domain Names

ELLERYHOMESTYLES.COM

Eclipsecurtains.com

Eclipsecurtain.com

Absolutezerocurtains.com

Absolutezerocurtain.com

SoundAsleepUSA.com

Solarsheercurtains.com

Solarsheercurtain.com

Solarsheers.com

Homestylesllc.com

Copyrights

Country	Status	Title	Reg./App. No.	Issue Date
USA	Active	Companion Pillow	VAu000644269	3-15-2005
USA	Active	Savannah	VAu000644269	5-25-2005
USA	Active	Lace Design no.1 7 2 other titles	V3536D409	3-21-2006